

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

WALLSTER, INC., dba WALLSHOPPE, a  
California corporation, individually and on  
behalf of similarly situated persons,

Plaintiff,

vs.

REDBUBBLE, INC., a Delaware  
corporation; and DOES 1 through 60,  
inclusive,

Defendants.

**Case No. 2-22-cv-02958-WLH (MARx)**

Date Action Filed: May 3, 2022

**STIPULATED PROTECTIVE ORDER**

Before Magistrate Judge Margo A. Rocconi

**1. INTRODUCTION**

**1.1 PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## 1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, personally identifiable information of individual users of defendant's online marketplace, confidential business or financial information of the parties and third-parties, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## 2. DEFINITIONS

2.1 Action: This pending federal lawsuit, *Wallster, Inc. v. Redbubble, Inc.*, Case No. 2:22-cv-02958-WLH (MARx) (C.D. Cal.).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified in the Good Cause Statement.

1           2.4     Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well  
2 as their support staff).

3           2.5     Designating Party: a Party or Non-Party that designates information or items that it  
4 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

6           2.6     Disclosure or Discovery Material: all items or information, regardless of the medium  
7 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
8 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
9 discovery in this matter.

10          2.7     Expert: a person with specialized knowledge or experience in a matter pertinent to  
11 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
12 consultant in this Action, provided that he or she is not an employee of a party or of a competitor of  
13 a party, nor anticipated to become an employee of a party or of a competitor of a party.

14          2.8     HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY: any information  
15 which belongs to a Designating Party who believes in good faith that the Disclosure of such  
16 information to another Party or Non-Party would create a substantial risk of serious financial or  
17 other injury that cannot be avoided by less restrictive means.

18          2.9     House Counsel: attorneys who are employees of a party to this Action. House  
19 Counsel does not include Outside Counsel of Record or any other outside counsel.

20          2.10    Non-Party or Third-Party: any natural person, partnership, corporation, association,  
21 or other legal entity not named as a Party to this Action.

22          2.11    Outside Counsel of Record: attorneys who are not employees of a party to this  
23 Action but are retained to represent or advise a party to this Action and have appeared in this Action  
24 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party,  
25 and includes support staff.

26          2.12    Party: any party to this Action, including all of its officers, directors, employees,  
27 consultants, retained experts, and Outside Counsel of Record.

28          2.13    Producing Party: a Party or Non-Party that produces Disclosure or Discovery

1 Material in this Action.

2 2.14 Professional Vendors: persons or entities that provide litigation support services  
3 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
4 storing, or retrieving data in any form or medium) and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
8 Producing Party.

### 9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only Protected Material (as  
11 defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
12 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
13 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
14 However, the protections conferred by this Stipulation and Order do not cover the following  
15 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
16 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
17 publication not involving a violation of this Order, including becoming part of the public record  
18 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
19 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
20 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of  
21 Protected Material at trial shall be governed by a separate order of the trial judge.

### 22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
25 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
26 defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion  
27 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the  
28 time limits for filing any motions or applications for extension of time pursuant to applicable law.

1        5.        DESIGNATING PROTECTED MATERIAL

2                5.1        Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
 3 Non-Party that designates information or items for protection under this Order must take care to  
 4 limit any such designation to specific material that qualifies under the appropriate standards. The  
 5 Designating Party must designate for protection only those parts of material, documents, items, or  
 6 oral or written communications that qualify – so that other portions of the material, documents,  
 7 items, or communications for which protection is not warranted are not swept unjustifiably within  
 8 the ambit of this Order.

9                Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
 10 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily  
 11 encumber or delay the case development process or to impose unnecessary expenses and burdens on  
 12 other parties) may expose the Designating Party to sanctions.

13                If it comes to a Designating Party's attention that information or items that it designated for  
 14 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
 15 that it is withdrawing the inapplicable designation.

16                5.2        Manner and Timing of Designations. Except as otherwise provided in this Order  
 17 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
 18 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
 19 designated before the material is disclosed or produced.

20                Designation in conformity with this Order requires:

21                (a) for information in documentary form (e.g., paper or electronic documents, but  
 22 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
 23 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 24 ONLY" to each page that contains protected material. If only a portion or portions of the material in  
 25 a document qualifies for protection, the Producing Party also must clearly identify the protected  
 26 portion(s) (e.g., by making appropriate markings in the margins).

27                A Party or Non-Party that makes original documents or materials available for inspection  
 28 need not designate them for protection until after the inspecting Party has indicated which material it

would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected Material. If only a portion or portions of the material in a document qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony; provided, however, that if the deposition is contemplated to involve “Confidential” or “Highly Confidential” testimony, counsel for the Designating Party may designate the entire transcript “Confidential” or “Highly Confidential” at the outset of the deposition, in which case the designating party will have twenty (20) days after the deposition to de-designate the portions that should not be designated “Confidential” or “Highly Confidential.”

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

1       6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1       Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time that is consistent with the Court's Scheduling Order..

4           6.2       Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
5 under Local Rule 37.1 *et seq.*

6           6.3       The burden of persuasion in any such challenge proceeding shall be on the  
7 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
8 impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
9 sanctions. Unless the Designating Party has withdrawn the confidentiality designation or waived it  
10 by failing to file a motion to retain confidentiality as described above, all parties shall continue to  
11 afford the material in question the level of protection to which it is entitled under the Producing  
12 Party's designation until the court rules on the challenge.

13       7.       ACCESS TO AND USE OF PROTECTED MATERIAL

14           7.1       Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
15 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
16 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
17 the categories of persons and under the conditions described in this Order. When the litigation has  
18 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20           Protected Material must be stored and maintained by a Receiving Party at a location and in a  
21 secure manner that ensures that access is limited to the persons authorized under this Order.

22           7.2       Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by  
23 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
24 information or item designated "CONFIDENTIAL" only to:

25           (a) the Receiving Party's Outside Counsel of Record in this Action, House Counsel, as  
26 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose  
27 the information for this Action.

28           (b) the officers, directors, and employees (including House Counsel) of the Receiving



1 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
4 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
5 to Be Bound” (Exhibit A);

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
9 whom disclosure is reasonably necessary for this litigation and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a custodian or  
12 other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
14 whom disclosure is reasonably necessary provided that: (1) the deposing party requests that the  
15 witnesses sign the form attached as Exhibit A hereto, unless otherwise agreed by the Designating  
16 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions  
17 that reveal Protected Material must be separately bound by the court reporter and may not be  
18 disclosed to anyone except as permitted under this Stipulated Protective Order;

19 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed  
20 upon by any of the parties engaged in settlement discussions.

21 7.2 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
23 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY  
24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

25 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees  
26 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
27 this Action.

28 (b) the House Counsel of the Receiving Party to whom disclosure is reasonably



1 necessary for this litigation.

2 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
3 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement  
4 to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
8 disclosure is reasonably necessary for this litigation;

9 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
10 whom disclosure is reasonably necessary and who have signed the form attached as Exhibit A  
11 hereto, unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
12 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
13 separately bound by the court reporter and may not be disclosed to anyone except as permitted under  
14 this Stipulated Protective Order;

15 (h) any mediator or settlement officer, and their supporting personnel, mutually agreed  
16 upon by any of the parties engaged in settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
18 LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall include a  
23 copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
25 other litigation that some or all of the material covered by the subpoena or order is subject to this  
26 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
28 Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or

control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures (the “Inadvertence Notification”), (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) return all inadvertently-produced documents to the Designating Party within seven (7) business days of the date of the Inadvertence Notification, (d) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (e) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

The inadvertent production by any of the undersigned Parties or non-parties to the Proceedings of any Document, Testimony or Information during discovery in this Proceeding without a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation, shall be without prejudice to any claim that such item is “Confidential” or “Highly Confidential” and such Party shall not be held to have waived any rights by such inadvertent production. In the event that any Document, Testimony or Information that is subject to a “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation is inadvertently produced without such designation, the Party that inadvertently produced the document shall give written notice of such inadvertent production within twenty (20) days of discovery of the inadvertent production, together with a further copy of the subject Testimony or Information designated as CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (the “Inadvertent Production Notice”) When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or

other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

## 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

## 13. FINAL DISPOSITION

Within 60 days after the final disposition of this Act, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such Material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party)

by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. ENFORCEMENT

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: July 28, 2023 /s/ Roger Behle (with permission)  
Attorneys for Plaintiff

DATED: July 31, 2023 /s/ Teresa H. Michaud  
Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 8/28/2023   
United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Wallster, Inc. v. Redbubble, Inc.*, Case No. 2:22-cv-02958-WLH (MARx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_